APPENDIX A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DR. WILLIAM P. GRESS, on behalf of himself and a class,	)	
Plaintiff,	)	No. 12 CV 7278
v.	)	Judge Dow Magistrate Judge Kim
NORTHWOOD, INC., and JOHN DOES 1-10,	)	
Defendants.	)	

SETTLEMENT AGREEMENT

RECITALS

1. Parties. Defendant Northwood, Inc., ("Northwood" or "Defendant") and Plaintiff Dr. William P. Gress ("Plaintiff") individually and as representative of the settlement class of persons defined below in paragraph 2 (the "Settlement Class"), enter into this Settlement Agreement ("Settlement Agreement").

2. Nature of Litigation. In this lawsuit, captioned *William P. Gress v. Northwood, Inc., et al.*, United States District Court, Northern District of Illinois, Eastern Division, docket no. 12 C 7278, (the "Litigation"), Plaintiff alleges that Northwood violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. ("TCPA"), the Illinois Consumer Fraud Act, 815 ILCS 505/2 ("ICFA") and common law conversion by causing unsolicited facsimile advertisements to be transmitted to a nationwide class of individuals and entities.

3. Denial of Liability. Northwood denies violating the TCPA and Illinois state law and further denies any liability to Plaintiff and the Settlement Class for the claims alleged. Northwood desires to settle the claims solely to avoid the expense, burden, and

uncertainty of further litigation, and to put to rest all claims, known or unknown, that have been or might have been asserted by the Plaintiff or the Settlement Class against Northwood concerning the matters alleged in the Class Action Complaint.

4. Plaintiff, individually and on behalf of the Settlement Class, desires to settle his claims against Northwood, having taken into account through Plaintiff's counsel the risks, delay, and difficulties involved in establishing a right to recovery in excess of that offered by this settlement and the likelihood that further litigation will be protracted and expensive.

5. Plaintiff's counsel has investigated the facts and the applicable law. Based on the foregoing, and upon an analysis of the benefits afforded by this Settlement Agreement, Plaintiff's counsel considers it to be in the best interest of the Settlement Class to enter into this Settlement Agreement.

6. In consideration of the foregoing and other valuable consideration, Plaintiff, Plaintiff's counsel, and Northwood, agree to settle the claims of the Plaintiff and the Settlement Class, subject to the Court's approval, on the following terms and conditions.

TERMS

1. Effective Date. If there is no objection to the Court approving this Settlement, then the Settlement Agreement shall become effective (hereinafter the "Effective Date") upon the occurrence of all of the following:

(a) The Court's entry of a Final Approval Order substantially in the form of Exhibit 4, approving this Settlement Agreement as fair, equitable, reasonable, and adequate to the Settlement Class; (b) finding that this Settlement Agreement is fair, negotiated at arm's length and made in good faith; (c) releasing the Released Persons from the Released Claims and Unknown Claims; and (d) the expiration of five (5) days from the time that the Final Approval Order becomes final and non-appealable.

2. Certification of Settlement Class. Solely for the purposes of settlement, the parties stipulate to the certification of a Settlement Class, which is defined as:

> All chiropractors or chiropractic clinics/offices with fax numbers who were sent an unsolicited facsimile advertisement by or on behalf of Northwood, Inc., from September 12, 2008 to May 7, 2012.

For settlement purposes only, the Parties agree that, as part of the Preliminary Approval Order (as defined in paragraph 17 herein), the Court may make preliminary findings and enter an order granting provisional certification of the Settlement Class subject to final findings and certification in the Final Approval Order, and appointing both Plaintiff as class representative and Daniel A. Edelman and Heather Kolbus of Edelman, Combs, Latturner & Goodwin, LLC as Settlement Class Counsel. For settlement purposes only, the Settlement Class is certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. Northwood does not consent to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Litigation. If this Settlement Agreement is not approved by the Court or is terminated pursuant to its terms or for any other reason, or is disapproved in a final order by any court of competent jurisdiction, (a) the order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the Settlement Class shall be automatically vacated upon notice to the Court of this Settlement Agreement's termination or disapproval; (b) this Action will proceed as though the Settlement Class had never been certified and any related findings or stipulations had never been made and neither this Settlement Agreement nor any other associated settlement document may be used in seeking class certification; and (c) Northwood reserves all procedural or substantive rights as of the date of execution of this Settlement Agreement

3. Defendant represents that, based on a review of its records, it engaged a third party to send on its behalf facsimile advertisements to approximately 69 unique fax numbers associated or otherwise identified with chiropractors or chiropractic clinics/offices. Defendant will provide to plaintiff's counsel the list of facsimile numbers exported to their broadcaster for the purpose of fax advertising based upon their records (the "Fax List"). Defendant sent a total of approximately 95 facsimile advertisements to chiropractors or chiropractic clinics/offices on the Fax List. Most Class Members were sent only one facsimile advertisement. Defendant will also provide addresses of the Class Members, if reasonably ascertainable.

4. Relief to Plaintiff and the Settlement Class. Northwood shall provide the following relief to Plaintiff and the Settlement Class, subject to the Court's approval:

a. the creation of a $35,000.00 Settlement Fund ("Settlement Fund") which shall be distributed as set forth below;

b. $3,000.00 shall be paid from the Settlement Fund to Plaintiff as an incentive award in recognition of his services as Class Representative, in addition to his recovery as a member of the Settlement Class;

c. counsel for Plaintiff and the Settlement Class, Edelman, Combs, Latturner & Goodwin, LLC, shall request 30% of the Settlement Fund for attorney's fees;

d. notice and administrative expenses will be paid from the Settlement Fund and reasonable notice expenses up to a maximum of $2,000 may be paid prior to the entry of the Final Approval Order ; and

e. each member of the Settlement Class who submits a valid claim form will receive a check for its pro rata share of the Settlement Fund, after the amounts set forth in paragraphs 4(b), 4(c), 4(d) and 13 are paid, up to a maximum of $500 per facsimile and per facsimile number.

5. Within 14 days after entry of the Preliminary Approval Order, Northwood shall cause $35,000 to be delivered to Plaintiff's Counsel or their agent to be held in escrow

pending the Effective Date. Until the Effective Date, Plaintiff's counsel shall not make any distributions from the Settlement Fund other than for class notice or class administration expenditures up to a maximum of $2,000, unless approved by the Court. Any award of attorney's fees and costs and an incentive award to Plaintiff may be distributed within 14 days following the Effective Date. Within 30 days following the Effective Date, Plaintiff's Counsel or their agent shall distribute the Settlement Fund to the Class Members who have submitted valid claims in accordance with paragraph four. In the event that (i) the Settlement Agreement is terminated pursuant to its terms; (ii) Defendant withdraws from the Settlement Agreement; (iii) the Settlement Agreement, the Preliminary Approval Order, the Final Approval Order do not for any reason become effective; or (iv) the Settlement Agreement, Preliminary Approval Order, Final Approval Order is reversed, vacated, or modified in any material respect, then Plaintiff's Counsel or their agent shall return $35,000, less any costs up to $2,000 incurred by Settlement Class Counsel to notify the Class Members of the Settlement Agreement, to counsel of record for Northwood within three business days of that event.

6. Settlement Class members shall have 60 days to submit a claim form, to opt out, or object to the proposed settlement, after notice of the proposed settlement is sent to the Settlement Class by U.S. Mail.

7. Costs associated with notice, claims administration and distribution of settlement checks shall come from the Settlement Fund. As set forth below, Plaintiff's counsel or their agent will send notice to the Settlement Class by U.S. Mail and/or by facsimile, if necessary, and administer the Settlement Fund.

8. The settlement checks to the members of the Settlement Class will be void after 60 days from the date of issuance.

9. *Cy Pres* Payment. Within 30 days following the last void date of the Settlement Class members' settlement checks, any uncashed checks or unclaimed or undistributed funds will be paid to Blum's Landing or such other entity approved by the Court as a *cy pres* recipient, upon approval by the Court. Plaintiff agrees not to oppose defendant's selection of this *cy pres* recipient. Defendant shall present a memorandum in support of its *cy pres* recipient at the same time the final approval memorandum is filed. The Court will ultimately approve the *cy pres* recipient.

10. Release. Upon the Effective Date, Plaintiff and the Settlement Class Members who have not been excluded from the Settlement Class, grant the following releases:

a. Plaintiff, Dr. William P. Gress including each and every one of his respective past, present or future employees (as employees of Plaintiff), agents (as agents of Plaintiff), representatives, attorneys (as counsel for Dr. William P. Gress), heirs, assigns, or any other person acting on his behalf or for his benefit, or any person claiming through him (collectively "Releasors"), hereby fully releases and discharges: (1) Northwood, as well as its predecessors and successors in interest and its present, former, and future affiliates, parents, subsidiaries, insurers, officers, directors, agents (as agents of Northwood with respect to the actions that are the subject of the Class Action Complaint), distributors, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, assigns (with all the foregoing released parties in this paragraph being collectively referred to as the "Released Parties"), from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time, which Releasors, or any of them, now have, did have, or may have in the future against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from the transmission of an unsolicited advertising facsimile by or on behalf of Northwood from September 12, 2008 through and including May 7, 2012 to chiropractors or chiropractic clinics/offices and who were not provided with an "opt out" notice as described in 47 U.S.C. § 227 (hereinafter the "Released Claims and Unknown Claims").

b. Each member of the Settlement Class who has not been excluded from the Settlement Class, hereby fully releases and discharges the Released Parties from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time, which each such Settlement Class member now has or ever had against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to the Released Claims and Unknown Claims.

11. This Settlement Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that may be instituted or prosecuted with respect to the claims released herein.

12. If this Settlement Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.

13. Attorneys' Fees, Notice Costs and Related Matters. Counsel for the Class or their agent will administer the Settlement Fund for the benefit of the Settlement Class and will pay the costs of notice and settlement administration out of the Settlement Fund. In the event that Notice by U.S. Mail is sent, Plaintiff's Counsel may withdraw an amount to cover that aspect of the Notice program up to $2,000 from the Settlement Fund being held in Plaintiff's Counsel's firm's escrow account. Any amount withdrawn from the Settlement Fund to pay for U.S. Mail Notice, shall not be included in any request by Plaintiff's Counsel for reimbursement at Final Approval of the Settlement Agreement. Plaintiff's Counsel must seek approval from the Court to withdraw from the Settlement Fund any amount greater than $2,000 to cover costs related to the Notice program. Plaintiff's counsel will request approval from the Court for attorneys' fees of this lawsuit, in an amount not to exceed 30% of the Settlement Fund. In addition, Plaintiff's Counsel will also seek reimbursement of the costs of notice and administration from the Settlement Fund. Plaintiff's Counsel will not request additional fees or costs from Northwood or the Settlement Class other than the above-referenced sums. Northwood agrees not to oppose an

award of fees to Plaintiff's Counsel of no more than 30% of the Settlement Fund. Northwood agrees not to oppose reimbursement from the Settlement Fund of reasonable expenses incurred in sending notice to the Settlement Class and in administering the Settlement Fund except as set forth above.

14. Notice. Within 5 days of entry of the Preliminary Approval Order, Defendant's Counsel shall provide Plaintiff's Counsel with the Fax List in MS Word or Excel format. Within 35 days of entry of the Preliminary Approval Order, Plaintiff's Counsel or their agent shall cause actual Notice in the form of Exhibit 1 and a Claim Form in the form of Exhibit 2 to be sent to the addresses and/or facsimile numbers identified on the Fax List. The first round of Notice shall be attempted to be sent by U.S. Mail. The addresses provided by Defendant on the Fax List shall be run through a NCOA database prior to being mailed. The postage rate selected for the mailing of the Notice shall provide for notification of forwarding addresses. If the Notices are returned by the Postal Service as undeliverable, Plaintiff's Counsel or their agent may undertake further reasonable efforts to locate that person or entity in an attempt to locate that person or entity to re-send the Notice to that member of the Settlement Class. If the Notice is returned by the Postal Service with a forwarding address or other error that can be ascertained and corrected, then Plaintiff's Counsel or their agent shall re-send by first class mail, the Notice to that new address within 5 days.

Within 21 days of the date that the Notice was sent by U.S. Mail, Plaintiff's Counsel or their agent may send the Notice and Claim Form by facsimile to each Settlement Class Member identified on the Fax List who did not submit a Claim Form or otherwise respond to the Class Notice by that date. In the event notice is sent by facsimile, Plaintiff's Counsel or their agent shall make at least two attempts to transmit the Notice by facsimile to those numbers where the initial transmission failed.

Plaintiff's Counsel will also post the Notice, but not the Claim Form, and this Settlement Agreement (excluding exhibits) on its website.

Plaintiff's Counsel shall retain all documents and records generated during its administration of the settlement including records of notice given to Class Members, confirmations of transmittals of such notices by facsimile, unconfirmed facsimile transmissions, records of undelivered mail, claim forms, and payment to Class Members for a period of one year following the issuance of the Final Approval Order, and the expiration of all deadlines for appeal therefrom. Plaintiff's counsel shall provide Northwood with copies of any such documents or allow Northwood to inspect such documents, upon reasonable request by counsel for Northwood. The Fax List and all other documents and records generated during the administration of the settlement shall be used for purposes consistent with notice and administration of this settlement and for no other purpose.

15. Claim Validation. Settlement Class Counsel or their agent shall match the fax number provided by the member of the Settlement class on a returned Claim Form to a fax number on the Fax List. If the fax number does not match, then Settlement Class Counsel or their agent shall follow-up with the member of the Settlement class and inquire if the member of the Settlement Class employed other fax numbers between September 12, 2008 through and including May 7, 2012 (to ascertain if any different fax number is a number on the Fax List.)

If the fax number or fax numbers provided on a Claim Form do not match the list, and the follow-up with the Settlement Class Member has not resolved the issue, Settlement Class Counsel or their agent may disallow the claim. If a claim is deemed disallowed by a Class

Administrator, it must communicate that disallowance of a claim to Settlement Class Counsel and allow them an opportunity to investigate the basis for disallowing the claim. In the event the parties disagree as to the validity of any Claim Form or whether to disallow a claim, then the parties will present the disputed claim to the Court for resolution.

Class Members submitting valid claim forms shall be paid a pro rata share of the Settlement Fund in accordance with this Agreement up to a maximum of $500 for each unique fax number on the Fax List and for each fax it was sent. If Class Members are expected to recover more than $599.99, W-9 forms will need to be issued by Settlement Class Counsel or their agent. The W-9 forms will be issued after entry of the Final Approval Order and before any settlement checks are issued. Settlement Class Members will have 30 days to respond to a request to complete a W-9 form. Submission of a W-9 form is a condition precedent to receiving a settlement check. If W-9 forms need to be collected, certain dates set forth in paragraphs 5, 8, and 9 are reset or recalculated as follows: within 30 days following the expiration of time for class members to complete a W-9 form, plaintiff's counsel or their agent shall distribute the Settlement Fund to the Class Members who have submitted valid claims in accordance with paragraph 4; Settlement checks to the members of the Settlement Class will be void 60 days from issuance; and within 30 days following the last void date of the Settlement class Members' settlement checks, any uncashed checks or unclaimed or undistributed funds will be paid to Blum's Landing or such other entity approved by the Court as a *cy pres* recipient, upon approval by the Court.

16. Right to Object. Any Class Member may object to the Settlement Agreement and appear in person or through counsel, at his, her or its own expense. The deadline

to object shall be set by the Court in the Preliminary Approval Order and the Parties shall propose that it be 95 days after the entry of such order. Any Class Member may object to the Settlement Agreement by filing with the Court and mailing to Plaintiff's Counsel and Defendant's Counsel written objections by the deadline to object that include: (a) the name, address, and facsimile phone number of the person(s) or entity objecting to the Settlement Agreement; (b) a statement of the objection to the Settlement Agreement; (c) an explanation of the legal and factual basis for the objection; and (d) documentation, if any, to support the objection.

17. Right of Exclusion. All Settlement Class Members who properly file a timely written request for exclusion from the Settlement Class shall be excluded from the Settlement Class and shall have no rights as Settlement Class Members pursuant to this Settlement Agreement. A request for exclusion must be in writing and state the name, address, and facsimile phone number of the person(s) or entity seeking exclusion. Each request must also contain a signed statement providing that: "I/we hereby request that I/we be excluded from the proposed Settlement Class in the Litigation." The request must be mailed to Plaintiff's Counsel at the address provided in the Class Notice and received by such date as set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not received within the time specified shall be invalid and the person(s) serving such a request shall remain a Settlement Class Member and shall be bound as a Settlement Class Member by the terms of the Settlement Agreement, if approved. Class Members shall have 95 days from the date of entry of the Preliminary Approval Order to opt out of the Settlement.

18. Preliminary Approval. As soon as practicable after execution of this Settlement Agreement, Settlement Class Counsel shall file a Motion for Preliminary Approval of this Settlement Agreement and shall present such motion to the Court requesting the entry of a Preliminary Approval Order in the form of Exhibit 3, which:

a. Preliminarily approves this Settlement Agreement as fair, adequate and reasonable under the circumstances of this case;

b. Certifies the Settlement Class defined in paragraph 2 for settlement purposes;

c. Appoints Edelman, Combs, Latturner & Goodwin, LLC as Settlement Class Counsel and Dr. William P. Gress as Class Representative;

d. Schedules a hearing for final approval of this Settlement Agreement;

e. Approves the form of notice to the Class in the form of Exhibit 1, to be directed to the addresses and/or last-known facsimile telephone numbers on the Fax List and directs Settlement Class Counsel or its agent to issue notice in accordance with the notice plan set forth in the Settlement Agreement;

f. Finds that sending the Class Notice by U.S. Mail as described under Paragraph 14 is the only notice required and directs that such notice be sent to the Settlement Class Members and also finds that such notice fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23;

g. Orders Northwood to deliver $35,000 no later than 14 days after the Preliminary Approval Order to Plaintiff's counsel to be held in escrow for the benefit of the Settlement Class pending the Effective Date;

h. Requires that Northwood provide notice of this settlement to the appropriate state and federal authorities in compliance with the Class Action Fairness Act ("CAFA"); and

i. Sets deadlines for submission of claim forms, opt outs, appearances and objections to the Settlement Agreement. The time period proposed to submit a claim form, opt out, appear and/or object to the Settlement shall be 95 days from the date of entry of the Preliminary Approval Order.

19. Final Approval. At the conclusion of, or as soon as practicable after, the hearing on the fairness, reasonableness and adequacy of this Settlement Agreement, and the expiration of 90 days from the preliminary approval of the settlement (as required by CAFA), the Parties shall request that the Court enter a Final Approval Order. Settlement Class Counsel shall file a Memorandum in Support of Final Approval of the Class Action Settlement requesting the Court to enter a Final Approval Order in the form of Exhibit 4. The Parties propose that the Final Approval Order shall:

a. find that the notice given to Settlement Class members in this action satisfies the requirements of due process and the requirements of applicable state law and Fed. R. Civ. P. 23;

b. find that the Settlement Agreement is negotiated in good faith, at arm's length and is fair, reasonable and adequate to the Class, find that each member of the Class (except those who have excluded themselves) shall be bound by this Settlement Agreement and conclude that this Settlement Agreement should be and is approved;

c. enjoin each member of the Class (except those who have excluded themselves) from instituting claims related to or arising from the Released Claims and Unknown Claims.

d. address Plaintiff's Counsel's request for attorney's fees and any incentive award to the Plaintiff;

e. address Plaintiff's Counsel's request for reimbursement of reasonable expenses incurred in giving notice to the Settlement Class and administering the Settlement Fund;

f. identify the *cy pres* recipient; and

g. set a date for Plaintiff's Counsel to report on the final accounting of the Settlement Fund.

20. The Parties agree to request the entry of a Final Approval Order in the form of Exhibit 4. The Parties also agree to request the Court to approve the form of Notice attached hereto as Exhibit 1, a Claim Form in the form of Exhibit 2, and to propose the form of

Preliminary Approval Order attached hereto as Exhibit 3. The fact that the Court may require non-substantive changes to documents attached as Exhibits 1 through 4 does not invalidate this Settlement Agreement.

21. Release of Attorneys' Lien. In consideration of this Settlement Agreement, Plaintiff's Counsel hereby waives, discharges and releases the "Released Parties," as defined in paragraph 10(a) above, of and from any and all claims for attorneys' fees, by lien or otherwise, for legal services rendered by Plaintiff's Counsel in connection with this Class Action Complaint, other than the amount awarded by the Court as specified above.

22. Applicable Law. This Settlement Agreement shall be governed by and interpreted in accordance with the state law of the State of Illinois.

23. Miscellaneous Provisions. The parties and their attorneys agree to cooperate fully with one another in seeking approval of this Settlement Agreement, and to use their best efforts to effect the consummation of this Settlement Agreement and the settlement provided for herein. Whether or not this Settlement Agreement and the settlement contemplated hereunder are consummated, this Settlement Agreement and the proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of Northwood of any liability or wrongdoing whatsoever.

24. Benefit of this Settlement Agreement. This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff, the Released Parties as defined in Paragraph 10(a), the members of the Settlement Class not opting out, and each of their respective successors and personal representatives, predecessors, affiliates, heirs, executors and assigns. It is expressly understood by the Parties that the Released Parties are intended third-party beneficiaries of this Agreement.

25. Authority. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations.

26. Right to Set Aside Settlement Agreement. Any Party shall have the right, but not the obligation, to set aside or rescind this Settlement Agreement, if any of the following events occur:

a. More than 15 Class Members submit timely, valid requests for exclusion from this Settlement;

b. Any Objection Sustained. If any objection to the Settlement is sustained by the Court; or

c. Modification. If there are any substantive modifications to this Settlement Agreement by the Court, by any other court, or by any tribunal, agency, entity, or person that are not approved or requested by all of the Parties.

A party must timely exercise its right to rescind the Agreement by filing a Notice of Rescission with the Clerk of the Court prior to the entry of a Final Approval Order by the Court, and serving the notice on all parties as required.

27. Entire Agreement. Any and all prior understandings and agreements between the Parties with respect to the subject matter of this Settlement Agreement are merged into and with this Settlement Agreement, which fully and completely expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Settlement Agreement may be amended, modified or changed only by a written instrument or instruments executed by duly authorized officers or other representatives of the Parties expressly amending, modifying or changing this Settlement Agreement and may not be amended, modified or changed orally.

28. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute

the same instrument. Signatures provided by telecopier shall be deemed legal and binding for all purposes.

29. Headings. The headings in this Settlement Agreement are for convenience of reference only and are not to be taken to be a part of the provisions of this Settlement Agreement; nor to control or affect meanings, constructions or the effect of the same.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below.

PLAINTIFF

Dr. William P. Gress

____

Date:_________________________

DEFENDANT

Northwood, Inc.

By: [signature]

Its: PRESIDENT

Date: 02/11/13

SETTLEMENT CLASS COUNSEL
(for its obligations hereunder)

____

Daniel A. Edelman
Heather Kolbus
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
120 S. LaSalle Street, 18th Floor
Chicago, IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
Counsel for Plaintiff and the Class

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IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below.

PLAINTIFF	**DEFENDANT**
Dr. William P. Gress	*Northwood, Inc.*
[signature] ______________________ 2-25-13	By: ______________________

Its: ______________________________

Date: ______________________________

Date: ______________________________

SETTLEMENT CLASS COUNSEL
(for its obligations hereunder)

____

Daniel A. Edelman
Heather Kolbus
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
120 S. LaSalle Street, 18th Floor
Chicago, IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
Counsel for Plaintiff and the Class

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Dr. William P. Gress v. Northwood, Inc., 12 C 7278 (USDC N.D. Ill.)

IF YOU RECEIVED UNSOLICITED ADVERTISING FAXES FROM NORTHWOOD, INC. ("NORTHWOOD"), PLEASE READ THIS NOTICE CAREFULLY.

IF YOU WISH TO BE PAID BENEFITS UNDER THIS SETTLEMENT, SUBMIT A CLAIM FORM BY DATE, 2013.

To All Members of the Following Class:

> All chiropractors or chiropractic clinics/offices with fax numbers, who were sent an unsolicited facsimile advertisement by or on behalf of Northwood, Inc. ("Defendant"), from September 12, 2008 to May 7, 2012. (the "Settlement Class").

I. WHY IS THIS NOTICE BEING SENT? This notice is being sent to let people know that they may be eligible to receive their pro rata share of a Settlement Fund described below up to a maximum of $500 per fax and per fax number, under a proposed settlement of a class action lawsuit, if they submit a claim form by **DATE, 2013**. The lawsuit is pending in federal court in Chicago, Illinois. The hearing to approve the settlement will be held on **DATE, 2013 at TIME a.m.** before Judge Dow, Courtroom 1919 of the U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604.

II. WHAT IS THE LAWSUIT ABOUT?

Plaintiff Dr. William P. Gress ("Plaintiff") sued Northwood, alleging that he received an unsolicited facsimile advertisement from Northwood and that the sending of this fax violated federal law, called the federal Telephone Consumer Protection Act, the Illinois Consumer Fraud Act, and Illinois common law (conversion). Plaintiff sought to represent a class of persons to whom Northwood sent unsolicited advertising facsimiles. Northwood denies these allegations but has agreed to settle to avoid the costs and uncertainties of litigation. Northwood will vigorously defend the lawsuit if the proposed settlement is not approved.

III. WHAT IS THE PROPOSED SETTLEMENT?

The parties to the lawsuit have agreed to settle after extensive negotiations. Under the proposed settlement, Northwood has agreed to pay a Settlement Fund in the amount of $35,000. The Settlement Fund will cover an award to the plaintiff ($3,000, in addition to his recovery as a class member), attorney's fees (in the amount of $10,500 or 30% of the Settlement Fund), plus reimbursement of reasonable costs of notice and administration incurred. After these amounts are deducted, each Class Member who submits a valid claim by **DATE, 2013** will receive an equal share of the remaining funds up to a maximum of $500 per fax number. Your share of the settlement fund depends on how many Class Members submit claim forms and the costs of notice and administration. This notice is being sent to approximately 80 chiropractors or chiropractic clinics/offices. Defendant sent a total of approximately 95 facsimile advertisements to Class Members. Most Class Members were sent only one facsimile advertisement. If 10% or 20% of the Class Members submit a valid claim, you may expect to recover the maximum payment of $500 per fax number. The recovery to the Class Members is estimated and is subject to change based on court approval.

IV. HOW DO I GET A PAYMENT?

If you are part of the class described above, in order to receive a monetary award under the Settlement Agreement you must complete and submit the claim form to **CLASS ADMINISTRATOR, ADDRESS, CITY, STATE ZIP CODE or (FAX)**. Claim forms must be faxed or postmarked by **DATE, 2013**. If you do not submit a claim form and do not exclude yourself from the Settlement Class you will still be providing Defendant with a release of your claim (see below) and you will not receive any monetary award.

V. WHAT AM I GIVING UP?

If the settlement becomes final, and you are not excluded from the Settlement Class, you will be releasing Northwood of any claims relating in any way to its sending of unsolicited advertising facsimiles to you from September 12, 2008 through and including May 7, 2012 . This release is more fully explained in paragraph 10 of the Settlement Agreement. The Settlement Agreement is available from Settlement Class Counsel at www.edcombs.com or at the Clerk's Office, U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604 (You will need to reference case number 12 C 7278) during regular business hours.

VI. EXCLUDING YOURSELF FROM THE SETTLEMENT

You will be a member of the Settlement Class unless you exclude yourself from the Settlement Class. You need not take any action to remain in the Settlement Class but you need to submit a Claim Form by **DATE, 2013** to be eligible to receive a payment.

If you want to keep the right to sue Northwood over the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from – or sometimes called "opting out" of – the class. To exclude yourself from the settlement, you must send a letter to Class Counsel saying that you want to be excluded from the class in *Dr. William P. Gress v. Northwood, Inc.*, 12 C 7278. Be sure to include your name, address and the number for the facsimile machine on which you were sent a fax advertisement and your signature by **DATE, 2013**. Send the letter to **Class Counsel at the address provided in paragraph VIII.** If you opt out, you will not receive any payment from the Settlement Fund, you cannot object to the Settlement and you will not be bound by anything that happens in this lawsuit.

VII. OBJECTING TO THE SETTLEMENT.

Either on your own or through an attorney you hire, you can tell the Court that you don't agree with the settlement or some part of it. You must explain why you think the Court should not approve the settlement. To object, you must send a letter or objection to the Clerk of the Court U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604, to Settlement Class Counsel and Defendant's Counsel saying that you object to the settlement in *Dr. William P. Gress v. Northwood, Inc.*, 12 C 7278. Be sure to include your name, address and the telephone number for the facsimile machine on which you were sent the fax advertisements, a statement of your objection, an explanation of the reasons you object to the settlement and documentation, if any, to support your objection by **DATE, 2013**. The Court will consider your views if you properly submit an objection on time.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object ONLY if you stay in the class. If you exclude yourself, you can't object. Any objections or appearances must be filed with the Court and reference 12 C 7278 and sent to **Class Counsel at the address provided in paragraph VIII and Defendant's Counsel at the following address: Bart Murphy, ICE MILLER LLP, 2300 Cabot Drive, Suite 455, Lisle, IL 60532** or by fax at (630) 955-0662.

VIII. WHO REPRESENTS THE CLASS?

The Court has appointed the following law firm to represent you and other members of the Settlement Class in this lawsuit:

EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
120 S. LaSalle St., 18th Floor (26960)
Chicago, IL 60603
(312) 917-450X (FAX) www.edcombs.com

This firm represents your interests in this lawsuit. You may contact them with any questions that you have about the lawsuit or the Settlement. You do not have to pay the fees of Class Counsel. You may also hire your own attorney at your own cost to appear on your behalf.

IX. CAN I GET MORE INFORMATION?

This notice is intended only as a summary of the lawsuit and proposed settlement. It is not a complete statement of the lawsuit or the proposed settlement. You may inspect the pleadings and other papers (including the proposed Settlement Agreement) that have been filed in 12 C 7278, at the office of the Clerk of the Court, U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604. If you have questions about this notice or the proposed settlement, you may contact Settlement Class Counsel at the address and phone number listed above. **DO NOT CONTACT THE COURT OR DEFENDANT FOR INFORMATION.**

BY ORDER OF THE U.S. DISTRICT COURT, N.D. Ill.

EXHIBIT 2

CLAIM FORM

DR. WILLIAM P. GRESS v. NORTHWOOD, INC.,

(N.D. Ill. 12-C-7278)

TO RECEIVE A PAYMENT UNDER THIS SETTLEMENT AGREEMENT, THIS CLAIM FORM MUST BE FAXED OR POSTMARKED ON OR BEFORE [DATE], 2013 TO THE FOLLOWING:

CLASS ADMINISTRATOR
ADDRESS
CITY, STATE ZIP CODE
(FAX)

CLAIMS SUBMITTED AFTER [DATE], 2013 MAY BE REJECTED

Please print or type the following information:

NAME OF THE CHIROPRACTOR OR CHIROPRACTIC CLINIC/OFFICE THAT SUBSCRIBED TO THE FAX LINE WHERE FAX RECEIVED:

____

CURRENT MAILING ADDRESS OF SUBSCRIBER OF FAX LINE:

ADDRESS: ____

CITY/STATE: _________________________________

ZIP CODE: ____________ FAX NUMBER: _________________________________

By submitting this claim form, I represent that I am authorized to do so and that I am verifying that I/or the entity I am employed by own the facsimile machine and subscribed to the telephone facsimile number(s) at any time from September 12,2008 to May 7, 2012. I swear or affirm under penalty of perjury that the statements made in this claim form are true and accurate

__________________________________ Date: ___________________
Signature

IT IS YOUR RESPONSIBILITY TO KEEP A CURRENT ADDRESS ON FILE WITH THE CLASS ADMINISTRATOR.

YOU MAY BE REQUIRED TO SUBMIT A W-9 FORM TO RECEIVE PAYMENT. IF NECESSARY, A W-9 FORM WILL BE SENT TO YOU SEPARATELY WITH INSTRUCTIONS FOR COMPLETION.

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DR. WILLIAM P. GRESS, on behalf of himself and a class,	)	
Plaintiff,	)	12 C 7278
v.	)	Judge Dow Magistrate Judge Kim
NORTHWOOD, INC., and JOHN DOES 1-10,	)	
Defendants.	)	

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT**

The Motion of Plaintiff Dr. William P. Gress ("Plaintiff") for Preliminary Approval of Class Action Settlement and Notice to the Class with Defendant Northwood, Inc. ("Northwood" or "Defendant") came on for hearing on DATE, 2013.

Having considered Plaintiff's moving papers, the signed Settlement Agreement (the "Settlement Agreement") attached as Appendix A to Plaintiff's Motion for Preliminary Approval, and all other evidence submitted concerning Plaintiff's motion, and being duly advised in the premises, the Court hereby finds that:

(a) The settlement proposed in the Settlement Agreement has been negotiated in good faith at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class (as defined below).

(b) The Class Notice (as described in the Settlement Agreement) fully complies with Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of the Litigation.

(c) With respect to the Settlement Class, this Court finds that, for settlement purposes only, certification is appropriate under Federal Rule of Civil Procedure 23(a) and (b)(3). This Court finds that members of the Settlement Class will receive notice of the settlement through the notice program described below.

(d) This Court finds that the Class Notice described below constitutes the best notice practicable under the circumstances and fully complies with Federal Rule of Civil Procedure 23(c)(2)(B).

IT IS THEREFORE ORDERED THAT:

1. The settlement proposed in the Settlement Agreement has been negotiated in good faith at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class in light of the factual, legal, practical and procedural considerations raised by this case.

2. The following class (the "Settlement Class") is preliminarily certified solely for the purpose of settlement pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3):

> all chiropractors or chiropractic clinics/offices with fax numbers who were sent an unsolicited facsimile advertisement by or on behalf of Northwood, Inc., from September 12, 2008 to May 7, 2012, (the "Settlement Class").

The Court makes a preliminary finding that this action satisfies the applicable prerequisites for class action treatment under Fed.R. Civ. P. 23(a) and (b). The class as defined in the Settlement Agreement (the "Class") is so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Class, the claims of the Class Representative are typical of the claims of the Class, and the Class Representative will fairly and adequately protect the interests of the Class. Questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Court preliminarily appoints Plaintiff Dr. William P. Gress as Class Representative of the Settlement Class and finds that he meets the requirements of Fed. R. Civ. P. 23.

4. The Court preliminarily appoints the following lawyers as Settlement Class Counsel and finds that they meet the requirements of Fed. R. Civ. P. 23: Daniel A. Edelman and Heather A. Kolbus of Edelman, Combs, Latturner and Goodwin, LLC, 120 S. LaSalle Street, 18th Floor, Chicago, Illinois 60603.

5. The Court orders Northwood to deliver $35,000 to Settlement Class Counsel within 14 days of the entry of the Preliminary Approval Order to be held in the Settlement Class Counsel's firm's escrow account pending the Effective Date or termination of the Settlement Agreement. Settlement Class Counsel agree to and are ordered to hold this settlement payment in the firm's trust account for the Settlement Class. Settlement Class Counsel may withdraw an amount to cover sending the Class Notice by U.S. Mail up to $2,000 from the Settlement Fund being held in Settlement Class Counsel's escrow account. Any amount withdrawn from the Settlement Fund to pay for U.S. Mail Notice, shall not be included in any request by Settlement Class Counsel for reimbursement at Final Approval of the Settlement Agreement. Settlement Class Counsel must seek approval from the Court to withdraw from the Settlement Fund any amount greater than $2,000 to cover costs related to the Notice Program.

6. If (i) the Settlement Agreement is terminated pursuant to its terms; (ii) Defendant withdraws from the Settlement Agreement; (iii) the Settlement Agreement, the Preliminary Approval Order, and the Final Approval Order do not for any reason become effective; or (iv)

the Settlement Agreement, Preliminary Approval Order, and Final Approval Order are reversed, vacated, or modified in any material respect, then (a) all orders entered pursuant to the Settlement Agreement shall be deemed vacated, including without limitation the certification of the Settlement Class and all other relevant portions of this Order, (b) this case shall proceed as though the Settlement Class had never been certified, and (c) no reference to the prior Settlement Class, or any documents related thereto, shall be made for any purpose. If the settlement does not become final in accordance with the terms of the Settlement Agreement, then the Final Approval Order shall be void and shall be deemed vacated. Defendant retains the right to oppose class certification if the settlement is vacated, and the doctrines of res judicata, collateral estoppel or law of the case shall not be applied.

7. Plaintiff's Counsel or the Administrator shall give notice of the settlement, its terms, the right to opt out, appear and the right to object to the settlement as set forth in the Settlement Agreement. The Settlement Agreement's plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23. That plan is approved and adopted.

8. The form of notice that Settlement Class Counsel or their agent will provide is attached as Exhibit 1 to the Settlement Agreement. By DATE, 2013, Plaintiff's Counsel or their agent are ordered to send the Notice substantially in the form of Exhibit 1 and a Claim Form substantially in the form of Exhibit 2 by U.S. Mail to each Class Member identified on the Fax List. Settlement Class Counsel will also publish Exhibit 1 and the Settlement Agreement, excluding exhibits, on www.edcombs.com. This combined notice program fully complies with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons

entitled to notice of the proposed settlement of this lawsuit. Within 21 days of the date that Notice was sent by U.S. Mail, Plaintiff's Counsel or their agent may provide a second round of notice in the form of Exhibit 1 to the Settlement Agreement by facsimile to those Class Members who have not responded to the Class Notice. The Court finds that no other notice is necessary. The Administrator and/or Settlement Class Counsel shall provide the Notice and/or the Claim Form to Class Members who call to request it.

9. To effectuate the settlement, the Court establishes the following deadlines for the events set forth in the Settlement Agreement and directs the Parties to incorporate the deadlines in the Notice and Claim Form:

(a) Claim Forms shall be returned by Class Members to Settlement Class Counsel or their agent by fax or mail postmarked on or before DATE, 2013. Claims not submitted by this date shall be barred.

(b) Objections of Class Members or any appearance of an attorney on behalf of a Class Member shall be filed in this Court and served by fax or mail postmarked to Settlement Class Counsel and Defendant's Counsel on or before DATE, 2013, or shall be forever barred. Each objection must contain the following information: (a) the objector's name (or business name, if the objector is an entity), address and telephone number; (b) the telephone number for the facsimile machine on which the Settlement Class Member was sent the fax; (c) a statement of the objection to the Settlement Agreement; (d) an explanation of the legal and factual basis for the objection; and (e) documentation, if any, to support the objection.

(c) All memoranda filed by any Class Member in connection with objections must be filed in this Court and served on Plaintiff's Counsel and counsel for Defendant by fax or mail postmarked on or before DATE, 2013, or shall be forever barred.

(d) Requests by any Class Member to opt out of the settlement must be faxed or mailed to Defendant's Counsel and Settlement Class Counsel or their agent on or before DATE, 2013, or shall be forever barred. A notice of intention to opt out must contain the following information: (a) the Class Member's name, address, and telephone number; (b) the telephone number for the facsimile machine on which the Class Member was sent the fax; (c) the Class Member's signature or that of the Class Member's representative (such as a business's officer or manager); and (d) a statement to the effect that the Class Member does not want to participate in the settlement and waives all rights to any benefits of the settlement.

10. Plaintiff's Counsel or their Administrator shall file an affidavit regarding notice by DATE, 2013.

11. Defendant shall file proof of compliance with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), no later than DATE, 2013.

12. Plaintiff's Counsel shall file with the Court a list of the individual members of the Settlement Class seeking exclusion by DATE, 2013.

13. The final hearing to determine whether the settlement is fair, reasonable, and adequate, and whether it should be approved by the Court, will be conducted on DATE, 2013 at ________.

14. All papers in support of or in opposition to the Settlement Agreement shall be filed no later than DATE, 2013. Any responses to objections shall be filed with the Court on or before DATE, 2013. There shall be no replies from objectors.

15. In the event that the settlement does not become final and the Effective Date does not occur in accordance with the terms of the Settlement Agreement, then this Order shall be void and shall be deemed vacated, and the Settlement Fund held in escrow by Plaintiff's Counsel shall be returned less any costs incurred by Plaintiff's Counsel up to $2,000, to notify the Class Members of the Settlement Agreement to counsel of record for Northwood within three business days of that occurrence.

16. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Settlement Class.

ENTER:

Dated: ______________________

____
United States District Judge

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DR. WILLIAM P. GRESS, on behalf of himself and a class,	)	
Plaintiff,	)	12 C 7278
v.	)	Judge Dow
	)	Magistrate Judge Kim
NORTHWOOD, INC., and JOHN DOES 1-10,	)	
Defendants.	)	

ORDER FINALLY APPROVING THE SETTLEMENT

On DATE, 2013, this Court entered an order granting preliminary approval (the "Preliminary Approval Order") of the settlement between Plaintiff, on his own behalf and on behalf of the Settlement Class (as defined below), and Defendant, as memorialized in the Settlement Agreement (the "Settlement Agreement").

On DATE, 2013, the Court held a fairness hearing (the "Fairness Hearing"), for which members of the Settlement Class had been given appropriate notice and were invited, including those with any objections. An opportunity to be heard was given to all persons requesting to be heard in accordance with the Preliminary Approval Order. [No persons appeared in Court seeking to address the proposed settlement.] Having considered the Parties' Settlement Agreement, Plaintiff's Memorandum in Support of Final Approval of the Class Action Settlement and all other evidence submitted,

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over Plaintiff, Defendant, members of the Settlement Class, and the claims asserted in the Litigation.

2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. This Court grants final approval of the Settlement Agreement, including but not limited to the releases in the Settlement Agreement, and finds that it is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all members of the Settlement Class who have not opted out (*i.e.*, identify those parties who opt out) are bound by this Order Finally Approving the Settlement and the Settlement Agreement.

Class Certification

4. The previously certified class (the "Settlement Class") is now finally certified pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3):

> All chiropractors and chiropractic clinics/offices with fax numbers who were sent an unsolicited facsimile advertisement by or on behalf of Northwood, Inc., from September 12, 2008 to May 7, 2012(the "Settlement Class").

5. The Court finds that certification solely for purposes of settlement is appropriate in that (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the class that predominate over any questions affecting only individual class members; (c) Plaintiff's claims are typical of the claims of the class; (d) Plaintiff will fairly and adequately protect the interests of the class; (e) Edelman, Combs, Latturner & Goodwin, LLC is adequate class counsel; and (f) a class action is the superior method for the fair and efficient adjudication of this controversy.

6. Dr. William P. Gress is designated as representative of the Settlement Class.

7. Daniel A. Edelman and Heather Kolbus of Edelman, Combs, Latturner and Goodwin, LLC are appointed as Settlement Class Counsel.

8. The certification of the Settlement Class is non-precedential and without prejudice to Defendant's rights if the Settlement Agreement and this Order Finally Approving the Settlement do not become effective as provided in the Settlement Agreement.

Class Notice

9. The Class Notice (as described in the Settlement Agreement) fully complies with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of the Action. The Court has approved the forms of notice to the Settlement Class.

10. With respect to the Settlement Class, this Court finds that certification is appropriate under Federal Rule of Civil Procedure 23(a) and (b)(3). Notice was given by U.S. Mail (and may have been given by facsimile where there was no response to the Class Notice after the first round of Notice was sent by U.S. Mail) to each Settlement Class Member whose identity could be identified through reasonable effort. Settlement Class Counsel also posted the Settlement Agreement (without exhibits) and Notice on their firm's website, www.edcombs.com. These forms of Class Notice fully comply with the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and are due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit. A total of ____ valid and timely claim forms were submitted.

Objections and Opt-Outs

11. [No objections were filed by Class Members.]

12. A total of ___ entities have validly requested exclusion from the Settlement Class. The entities that have validly opted out of the settlement are: [identify opt outs] Dkt. Nos. ##.

Class Compensation

13. In accordance with the terms of the Settlement Agreement, Defendant has paid $35,000 to Plaintiff's Counsel in escrow for the Settlement Fund pursuant to the procedures set forth in paragraphs 4 and 5 of the Settlement Agreement.

Releases

14. Upon entry of this Order Finally Approving the Settlement, Plaintiff and each Settlement Class Member shall be deemed to have granted the releases set forth in paragraph 10 of the Settlement Agreement.

Award of Attorneys' Fees, Costs, and Incentive Award

15. The Court has considered Settlement Class Counsel's application for attorneys' fees. The Court awards Class Counsel the sum of $10,500 as an award of attotney's fees to be paid from the Settlement Fund, and finds this amount of fees is fair and reasonable. Settlement Class Counsel is also awarded reasonable costs incurred in providing notice to the Class and in administering the Settlement Fund. These costs have been sufficiently supported and shall be paid from the Settlement Fund. Any costs up to $2,000 withdrawn by Settlement Class Counsel from the Settlement Fund for U.S. Mail Notice expenses are not reimbursed.

16. The Court grants Settlement Class Counsel's request for an incentive award to the class representative and awards $3,000 to Dr. William P. Gress. The Court finds that this payment is justified by the Class Representative's service to the Settlement Class. This payment shall be made from the Settlement Fund.

Other Provisions

17. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

18. Neither the Settlement Agreement, the Preliminary Approval Order, this Order Finally Approving the Settlement, nor any of their provisions, nor any of the documents (including but not limited to drafts of the Settlement Agreement, the Preliminary Approval Order, Order Finally Approving the Settlement), negotiations, or proceedings relating in any way to the settlement, shall be construed as or deemed to be evidence of an admission or concession of any kind by any person, including Defendant, and shall not be offered or received in evidence in this or any other action or proceeding except in an action brought to enforce the terms of the Settlement Agreement or except as may be required by law or court order.

19. The Court orders Settlement Class Counsel or their agent to deliver the Settlement Fund to the Administrator, less attorney's fees and costs approved by the Court, within three business days of the Effective Date. If the order of Final Approval is withdrawn or vacated by this Court or reversed on appeal, Settlement Class Counsel shall return the Settlement Fund, less costs up to $2,000 incurred by Settlement Class Counsel to notify the Class Members of the Settlement Agreement, to counsel of record for Defendant Northwood within three business days.

20. Defendant designates Blum's Landing as a *cy pres* recipient. Settlement Class Counsel or their Administrator shall provide and distribute a check payable to this charity.

21. Settlement Class Counsel or their Administrator shall file an affidavit of final accounting of the settlement by DATE, 2013.

22. Class Counsel are authorized to retain Name, Address, City, State Zip Code will as the Class Administrator to process claims and make claim payments.

ENTER:

Dated: ________________________

____
United States District Judge